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Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE V.5

PAID UP OIL AND GAS LEASE

(No Surface Use)

THIS LEASE AGREEME	IT is made this	day of	Mugust	, 200B, by and between			
Ghales Hana	d and Abd	er Rahma	Elhanad	both a	5464	2150.	
whose addresss is 47 and, DALE PROPERTY SERV hereinabove named as Lessee,	CES, L.L.C., 2100 Ross Ave but all other provisions (Inclucash bonus In hand paid at	nue, Sulte 1870 C ding the completion	Dallas Texas 7520 of blank spaces) w	1, as Lessee. All pere prepared jointly	rinted portions of by Lessor and Le	this lease were prep	
C 189 ACRES OF	LAND, MORE OR LES	S, BEING LOT((s) <u> (</u>			, BLOCK	
OUT OF THE FORTY	Millett PAGE	TARRANT CO	OUNTY, TEXA	S. ACCORDIN	G TO THAT O	ADDITION TO T CERTAIN PLAT NT COUNTY, TE	RECORDED
in the County of Tarrant, Stareversion, prescription or other substances produced in assocommercial gases, as well as land now or hereafter owned b Leasor agrees to execute at Lesof determining the amount of an	wise), for the purpose of exp dation therewith (including g hydrocarbon gases, in additi y Lessor which are contiguou ssee's request any additional	aloring for, developi eophysical/selsmic on to the above-des s or adjacent to the or supplemental ins	ing, producing and operations). The scribed leased preno above-described in tuments for a more	marketing oil and term "gas" as usi nises, this lease als eased premises, ar a complete or accur	gas, along with a ad herein include so covers accretion ad, in consideration ate description of	is hellum, carbon d ins and any small st in of the aforemention the land so covered.	non hydrocarbor loxide and other rips or parcels o ned cash bonus . For the purpose
as long thereafter as oil or gas otherwise maintained in effect p. 3. Royallies on oil, gas a separated at Lessee's separated tessee's separated at Lessee's rotal Lessee at the wellhead or to be the wellhead market price then prevailing price) for production, severance, or other Lessee shall have the continuing more wells on the leased premium are walling on hydraulic fracture be deemed to be producing in there from is not being sold by Lessor's credit in the deposition white the well or wells are shulls being sold by Lessee from a following cessation of such ope terminate this lease. 4. All shut-in royalty payr be Lessor's depository agent for draft and such payments or ten address known to Lessee shall payment hereunder, Lessor shall payment hereunder, Lessor shall payments.	ursuant to the provisions here and other substances produce are facilities, the royalty shall to a soor's credit at the oil purcha a prevailing in the same field a of similar grade and grav () %) of rexcise taxes and the costs to g right to purchase such proc the same field, then in the in date as the date on which Le ses or lands pooled therewith a stimulation, but such well or braving quantities for the purp Lessee, then Lessee shall by designated below, on or bein and production there from is nother well or wells on the le rations or production. Lesse ments under this lease shall be receiving payments regardle ders to Lessor or to the depo- constitute proper payment.	hereby are produced and saved hereused and saved hereused and saved hereused and saved hereused in the proceeds realized by Lessee fuction at the prevail exercist field in which see commences it are capable of either wells are either shupse of maintaining to go the end of said not being sold by Lessed premises or last failure to proper e paid or tendered it so of changes in the sitory by deposit in the depository should be the proper to Lessee a proper to the end of said not being sold by Lessed premises or last failure to proper the end of said not being sold by Lessed premises or last failure to proper to the said or tendered it is the depository should be the said or tendered it is the depository should be the said or tendered it is the depository should be the said or tendered it is the depository should be the said or tendered it is the depository should be the said or tendered it is the depository should be the said or tendered it is the depository by deposit in the said or tendered it is the depository should be the said or tendered it is the said or tendered it is the depository should be the said or tendered it is the said or te	inder shall be paid - FINE facilities, provided: tacilities, provided: tacilities, provided: tach price then previctuding casing heat ted by Lessee fror in delivering, proceilling wellhead marke the there is such a pn is purchases hereur ter producing oil or priction in this lease. If for a producing oil or producing oil or producing of one dollar per ac 90-day period and essee; provided tha ands pooled therew rity pay shut-in royal to Lessor or to Lesse e ownership of said the US Malls in a s und liquidate or be a r recordable instrum	by Lessee to Lesse (2.5) %) of that Lessee shall his alling in the same to digas) and all offer the sale thereof saling or otherwise et price paid for proevalling price) pursinder; and (c) if at this gas or other substatere from is not beingeriod of 90 consects then covered by thereafter on or be at if this lease is oth lith, no shut-in royal they shall render Lesser's credit in at leand. All payments stamped envelope a succeeded by another shall render lesses and saling the shall render less and saling the shall render less and saling the shall render lesses and saling the shall render less and saling the shall render less and saling the shall render less and saling the shall render lesses and saling the shall render lesses and saling the shall render lesses and saling the s	or as follows: (a) such production, ave the continuing field, then in the rer substances of the substances of the substances of the primarketing such graduction of similar uant to comparable end of the primarces covered her ground by Lessee, such the substances of the primarces covered her ground by Lessee, such fore each anniver erwise being main the substance of the see (labta for the essor's address or tenders may be addressed to the content of the	For oil and other liq to be delivered at L gright to purchase a nearest field in which covered hereby, the charter part of ad values or other substance in the purchase contract ary term or any time eby in paying quantility, such well or wells a well or wells are shu payment to be made arry of the end of same of the 90 amount due, but shu above or its successe made in currency, depository or to the 15 for any reason fail or the 15 for any reason fail or any reason f	with or this lease is util hydrocarbons essee's option to uch production a in there is such a royalty shall be lorem taxes and the cas, provided that field (or if there is seniered into or thereafter one or the or such wells in or production e to Lessor or to aid 90-day period next all not operate to according to the cast or by check or by check or by check or by creduce to according to according to the cast or at the last or by check or by the cast or according to the cast of the cast or according to the cast of the cas

premises or lands pooled therewith, or If all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for driffing an additional well or for otherwise obtaining or restoring production. nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lossee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells excent as expressly provided begin

leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 840 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet or more per barrel, based on 24-hour production feet conducted under normal production gonditions using standard lease separator facilities or eq Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority in making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Peoling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate if such part of the leased premises.

The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 day after Lessee has been furnished the original or certified or duty authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee c after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee cuntil Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or mon persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly of separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be releved of all obligations thereafte arising with respect to the transferred interest, and failure of the transferred to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lesse, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferree in proportion to the net acreage interest in this lesse then held by each.

It lessee may at any time and from time to time deliver to lessee and the transferree in proportion to the net acreage interest in this lesse then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released if Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalities shall be proportionately reduced.

in accordance with the net acreage interest retained hereunder.

in accordance with the net acreage interest retained hereundar.

10. In exploring for, developing, producing and marketing oil, gas-and other substances covered hereby on the teased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines tanks, water wells, disposal wells, injection wells, pils, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, alore, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and in commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during

equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, ruel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to

water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, not, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming affective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee falls to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination to remedy the breach or default and Lessee falls to do so.

14. For the same considerat

Juna 07, 2010

easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or

other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend little conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any laxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-n royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other

operations

his lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original. DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's

heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor. LESSOR (WHETHER ONE OR MORE) Shall hamous **ACKNOWLEDGMENT** This instrument was acknowledged before me on the 2008. day of BRADLEY ZHANEL Public, State of Texas Commission Expires June 09, 2010 STATE OF COUNTY OF This Instrument was acknowledged before me on the BRADLEY ZHANEL Notary Public, State of Texas My Commission Expires

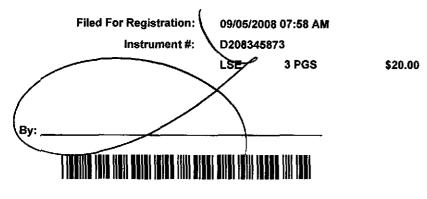


DALE PROPERTY SERVICES LLC ATTN: ANN VANDENBERG 2100 ROSS AVE, STE 1870, LB-9 DALLAS TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>



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ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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